

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

Spirit Airlines, Inc.)
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Plaintiff,)
)
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vs.) Civil Action No. 07-341-SLR
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24/7 Real Media, Inc., et al.,)
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Defendants.)
)

COMES NOW, Plaintiff Spirit Airlines, Inc. ("Spirit"), as and for its Answer to AOL LLC ("AOL") and Advertising.com's CounterClaim, states and alleges as set forth below. Except as otherwise stated in its Answer, Spirit denies each and every claim and allegation set forth in AOL and Advertising.com's CounterClaim.

ANSWER

1. Spirit admits that AOL is a Delaware limited liability company with a principal place of business in Dulles, Virginia. Spirit is without sufficient knowledge, information or belief to either admit or deny the remaining allegations contained in Paragraph 1 of the CounterClaim.

2. Spirit admits that Advertising.com is a Maryland corporation with a principal place of business in Baltimore, Maryland. Spirit is without sufficient knowledge, information or belief to either admit or deny the remaining allegations contained in Paragraph 2 of the CounterClaim.

3. Spirit admits it is a Delaware corporation with a principal place of business in Miramar, Florida. Further answering, Spirit admits it operates an airline business. Spirit denies the remaining allegations contained in Paragraph 3 of the CounterClaim.

4. Spirit admits the allegations in Paragraph 4 of the Counterclaim.

5. Spirit admits the allegations in Paragraph 5 of the Counterclaim.

6. Spirit admits it entered into an advertising agreement with Eisner Communications, Inc. ("Eisner"). Spirit states that the agreement speaks for itself. Spirit denies the remaining allegations contained in Paragraph 6 of the CounterClaim; and therefore, puts AOL and Advertising.com to their strictest proof thereof. Spirit denies that AOL and Advertising.com are third party beneficiaries under the advertising agreement, and further asserts that Spirit has no obligations to AOL or Advertising.com.

7. Spirit denies the allegations contained in Paragraph 7 of the CounterClaim. Spirit is not a party to any contract or agreement with AOL or Advertising.com, and further asserts that Spirit never agreed to pay AOL or Advertising.com.

8. Spirit denies the allegations contained in Paragraph 8 of the CounterClaim. Spirit is not a party to any contract or agreement with AOL or Advertising.com, and is without sufficient knowledge, information, or belief as to what AOL or Advertising.com are owed under any agreement AOL or Advertising.com may have with any third party; and therefore, denies the same, and puts the AOL and Advertising.com to their strictest proof thereof.

9. Paragraph 9 of the CounterClaim is not an allegation, but rather a statement regarding any inconsistencies between AOL and Advertising.com's defenses and CounterClaims; and therefore, no answer is required.

10. Spirit restates and incorporates by reference the responses set out in Paragraphs 1 through 9 above.

11. Spirit denies the allegations contained in Paragraph 11 of the CounterClaim. Spirit is not a party to any contract or agreement with AOL or Advertising.com, and is without sufficient knowledge, information, or belief as to the validity of any agreement entered into by AOL or Advertising.com with any third party; and therefore, denies the same, and puts AOL and Advertising.com to their strictest proof thereof. Further answering, Spirit affirmatively asserts that AOL and Advertising.com are not third party beneficiaries under the advertising agreement and Spirit has no obligations to AOL or Advertising.com. Spirit further denies that Eisner acted as its agent.

12. Spirit is without sufficient knowledge, information, or belief as to the whether AOL or Advertising.com fulfilled their obligations under any agreement they may have with a third party; and therefore, denies the same, and puts AOL and Advertising.com to their strictest proof thereof. Spirit further states that Spirit was never a party to any agreement with AOL and Advertising.com.

13. Spirit denies the allegations contained in Paragraph 13 of the CounterClaim. Spirit is not a party to any contract or agreement with AOL or Advertising.com, has no obligations to AOL or Advertising.com, and has not breached any agreement with AOL or Advertising.com.

14. Spirit denies the allegations contained in Paragraph 14 of the CounterClaim.

15. Spirit restates and incorporates by reference the responses set out in Paragraphs 1 through 14 above.

16. Spirit denies the allegations contained in Paragraph 16 of the CounterClaim. Spirit has not been unjustly enriched at the expense of AOL or Advertising.com, and AOL and Advertising.com are not entitled to recover anything from Spirit. Spirit has no obligations to AOL or Advertising.com.

17. Spirit denies the allegations contained in Paragraph 17 of the CounterClaim. Spirit has not been unjustly enriched at the expense of the AOL or Advertising.com, and AOL and Advertising.com are not entitled to recover anything from Spirit. Spirit has paid for any benefit it has received through its deposit of \$458,186.26 with the court in this interpleader action. Spirit has no obligations to AOL or Advertising.com.

18. Spirit denies the allegations contained in Paragraph 18 of the CounterClaim. Spirit has no obligations to AOL or Advertising.com.

19. Spirit denies the allegations contained in Paragraph 19 of the CounterClaim.

20. Spirit restates and incorporates by reference the responses set out in Paragraphs 1 through 19 above.

21. Spirit denies the allegations contained in Paragraph 21 of the CounterClaim.

22. Spirit denies the allegations contained in Paragraph 22 of the CounterClaim. AOL and Advertising.com are not entitled to recover anything from Spirit. Spirit has paid for any benefit it has received through its deposit of \$458,186.26 with the court in this interpleader action. Spirit has no obligations to AOL or Advertising.com.

23. Spirit denies the allegations contained in Paragraph 23 of the CounterClaim. Spirit has no obligations to AOL or Advertising.com.

24. Spirit denies the allegations contained in Paragraph 24 of the CounterClaim.

AFFIRMATIVE DEFENSES

25. Affirmatively asserts that AOL and Advertising.com's CounterClaim fails to state a claim for which relief may be granted.

26. Affirmatively asserts that Spirit is simply a disinterested stakeholder.

27. Affirmatively asserts that AOL and Advertising.com are two of a number of claimants claiming entitlement to the same money.

28. Affirmatively states that AOL and Advertising.com's CounterClaim is or may be barred by the doctrine of laches.

29. Affirmatively states that AOL and Advertising.com's CounterClaim is or may be barred by the doctrine of estoppel.

30. Affirmatively states that AOL and Advertising.com's CounterClaim is or may be barred by the doctrine of unclean hands.

31. Spirit reserves the right to assert additional defenses as may be apparent through discovery or at trial.

WHEREFORE, based on the foregoing and Spirit's Complaint, Spirit prays the Court as follows:

1. Compelling AOL and Advertising.com, along with the other Defendants in this case, to determine through interpleader their competing, or potentially competing, claims to the funds described in Spirit's Complaint.

2. Restraining AOL and Advertising.com from instituting or prosecuting any proceeding against Spirit with respect to the funds described in Spirit's Complaint.

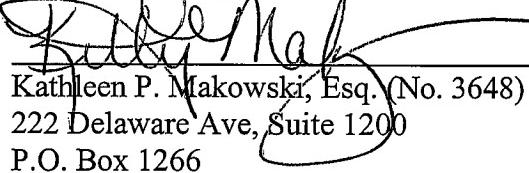
3. Awarding Spirit its reasonable attorneys' fees and costs incurred with respect to this action.

4. Granting Spirit such other and further relief as the Court deems just and equitable.

Dated: July 10, 2007

By:

SAUL EWING, LLP


Kathleen P. Makowski, Esq. (No. 3648)
222 Delaware Ave, Suite 1200
P.O. Box 1266
Wilmington, DE 19899
Telephone: 302-421-6800
Facsimile: 302-421-6813
kmakowski@saul.com

and

FAFINSKI MARK & JOHNSON, P.A

Connie A. Lahn (MN Bar No. 02692219)
400 Flagship Corporate Center
775 Prairie Center Drive
Eden Prairie, Minnesota 55344
Telephone: 952-995-9500
Facsimile: 952-995-9577

Attorneys for Spirit Airlines, Inc.